

A. G. Contract No. KR94 2806TRN
ECS File No.: JPA 94-201
Project: H3954 01L
Section: Area Service Highway

**AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND**

THE YUMA METROPOLITAN PLANNING ORGANIZATION

THIS AGREEMENT is entered into 20 March, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
YUMA METROPOLITAN PLANNING ORGANIZATION, acting by and through
its BOARD OF DIRECTORS (the "YMPO").

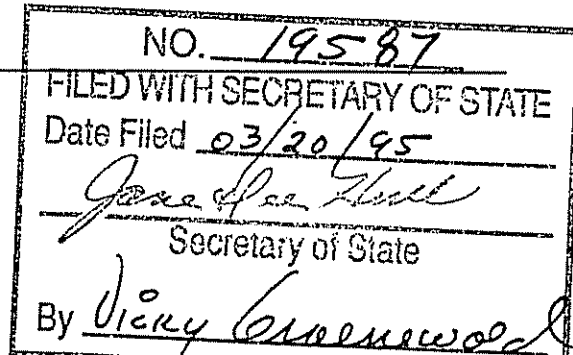
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The YMPO is empowered to enter into this agreement and
has resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the YMPO.

3. The YMPO and the State recently completed Phase I
Design Concept Report (DCR) for the proposed Area Service
Highway, from County 11th Street at Araby Road to County 14th
Street at Avenue 6 1/2E. Phase 2 is now ready to be
accomplished and an Environmental and Major Investment (E/MI)
report are required, along with the DCR. This E/MI/DCR study,
hereinafter referred to as the Project, will focus on an
approximate 21.5 miles (34.6 kilometers) of roadway from County
14th Street at Avenue 6 1/2E to the International Boundary in
the City of San Luis, Arizona. The intent of the Project is to
review the entire proposed route from I-8 to the International
Boundary to indicate what additional work, or study, if any,
might be required to meet the goal of the Project. The Area
Service Highway will eventually connect the U.S./Mexico border
at San Luis with I-8, accomodating increased traffic resulting
from NAFTA. The parties agree the YMPO will be the lead agency
for the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The YMPO will:

a. Issue requests for proposals and hire an appropriate engineering consultant to accomplish the Project to State standards. Comply with all State procurement statutes, rules and regulations.

b. Provide copies of the study documents to the State at approximately the 60% and 95% level of completion for review, and incorporate State's review comments as appropriate.

c. Invoice the State for funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$415,000.00. Participate in the cost of the Project in the amount of \$112,000.00, and be responsible for all Project costs over and above \$415,000.00. In the event there are any unexpended funds upon the completion of the study, refund a pro-rata share to the State.

2. The State will:

a. Review the study documents and provide comments.

b. Within thirty (30) days after receipt and approval of an invoice, pay the YMPO funds in an amount not to exceed \$415,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement may be cancelled at any time prior to the award of a Project contract, upon thirty (30) days written notice to the other party. Neither party hereto agrees to indemnify or hold harmless the other. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yuma Metropolitan Planning Organization
Executive Director
200 W. 1st Street
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YUMA METROPOLITAN
PLANNING ORGANIZATION**

STATE OF ARIZONA
Department of Transportation

By *Vivian Robinson*
VIVIAN F. ROBINSON
Chairman

By *Mary Peters*
MARY E. PETERS
Deputy Director

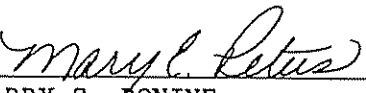
ATTEST

By *Robert A. Vaughan*
ROBERT A. VAUGHAN
Executive Director

RESOLUTION

BE IT RESOLVED on this 7th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the Yuma Metropolitan Planning Organization for the purpose of defining responsibilities for conducting a location/environmental study of a new area service highway from County 14th Street San Luis to accomplish portions of the BAT program.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


for LARRY S. BONINE
Director

YUMA METROPOLITAN PLANNING ORGANIZATION

RESOLUTION NO. 42

THE YUMA METROPOLITAN PLANNING ORGANIZATION (YMPO) AUTHORIZES ITS CHAIRMAN TO SIGN AN AGREEMENT BETWEEN THE YMPO AND THE ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING ACCEPTANCE OF BORDER AREA TRANSPORTATION FUNDS FOR PLANNING OF AN AREA SERVICE HIGHWAY IN YUMA COUNTY, ARIZONA.

Whereas: On August 31, 1994 the Yuma Metropolitan Planning Organization (YMPO), acting on behalf of its six member agencies, applied to the Arizona Department of Transportation (ADOT) for Border Area Transportation funds to conduct an Environmental Study and Major Investment Study, and to prepare a Design Concept Report for a section of the proposed Area Service Highway in Yuma County, from County 14th Street to the International Border in San Luis, Arizona; and

Whereas: On October 21, 1994 the YMPO was awarded \$415,000 Border Area Transportation funds, to which the YMPO will pay additional local funds of up to \$112,000 to conduct the Environmental/Major Investment Studies, and to prepare a Design Concept Report for the Area Service Highway; and

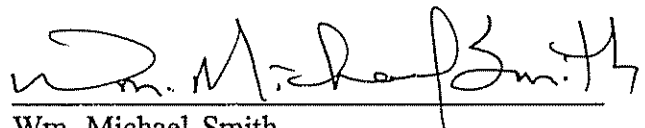
NOW, THEREFORE, BE IT RESOLVED that the Yuma Metropolitan Planning Organization agrees it is in the best interests of the local agencies to accept the Border Area Transportation funds and to conduct the Environmental/Major Investment Studies, and prepare a Design Concept Report for the Area Service Highway; and

BE IT FURTHER RESOLVED that the Yuma Metropolitan Planning Organization authorizes its chairman, Vivian F. Robinson, to sign an Intergovernmental Agreement between the YMPO and the Arizona Department of Transportation.

**APPROVAL OF THE YUMA METROPOLITAN
PLANNING ORGANIZATION ATTORNEY**

I have reviewed the above referenced proposed agreement between the ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the YUMA METROPOLITAN PLANNING ORGANIZATION and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona to the Organization and it's member political subdivisions.

DATED this 28th day of Feb. 1995.

A handwritten signature in cursive script, reading "Wm. Michael Smith", written over a horizontal line.

Wm. Michael Smith
Special Deputy Yuma County Attorney,
General Counsel YMPO



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

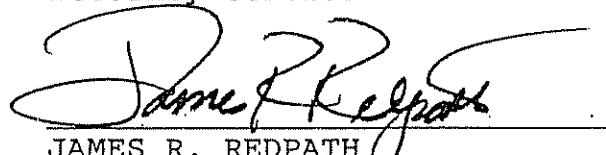
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2806-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of March, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/76